सत्यमेव जयते

**INDIA NON JUDICIAL**

**Government of Karnataka**

Rs. 200

**e-Stamp**

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|---|---|---|
| Certificate No. | : | IN-KA17335089147292Q |
| Certificate Issued Date | : | 29-Dec-2018 12:52 PM |
| Account Reference | : | NONACC (FI)/ kaksfcl08/ MALLATHALLI/ KA-BA |
| Unique Doc. Reference | : | SUBIN-KAKAKSFCL08697240127430440 |
| Purchased by | : | MS NEWZEN CONSULTANTS BANGALORE |
| Description of Document | : | Article 12 Bond |
| Description | : | WORK AGREEMENT |
| Consideration Price (Rs.) | : | 0<br>(Zero) |
| First Party | : | EXECUTIVE ENGINEER BBMP |
| Second Party | : | MS NEWZEN CONSULTANTS BANGALORE |
| Stamp Duty Paid By | : | MS NEWZEN CONSULTANTS BANGALORE |
| Stamp Duty Amount(Rs.) | : | 200<br>(Two Hundred only) |

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Nirupa Souharda Credit Co-operative Ltd. BENGALURU-560056 29/12/18

MS NEWZEN CONSULTANTS BANGALORE IN-KA17335089147292Q RS. 200 29-DEC-2018 12:52 PM

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# CONTRACT FOR CONSULTING SERVICES

**Agreement No: EE/P-YZ/AGR/67/2018-19** **Dt:** 08/02/2019

**Name of the Work: Consultancy Services for Project Management Consultancy for the work of** Improvements to roads and drains in Hegdenagar and Surrounding area in Ward No.06 Thanisandra

This Contract is entered into on 08/02/2019 between **The Executive Engineer, Project Division, Yelahanka Zone, Byatarayanapura, Bangalore-560092 on One Part and Sri.Vinay Kumar.G.B (M/s Newzen Consultants), No.13, 10th Main, 2nd Cross, Jnanajyothi Nagar, Jnanabharathi Post, Bangalore-560 056** on the other part.

**Consultant** **Executive Engineer (Project)** 8/2/19

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Whereas the BBMP called the Short Term Tender Notification vide No. **BBMP/YNK/EE(Project)/TEND/19/2018-19 Dated: 04/01/2019** through e-procurement portal for the above work.

Whereas in response to said notification two tenders were received including the above consultant to execute the said work and this consultant quoted **Rs. 45,000/- (Rupees Fourty Five Thousand Only)** which includes of all applicable taxes.

Whereas the tender quoted by the above consultant is accepted by the tender accepting authority of the BBMP, Chief Engineer, Yelahanka Zone.

Whereas, the Client wishes to have the Consultant performing the services hereinafter referred to, and

Whereas, the Consultant is willing to perform these services **Consultancy Services for Project Management Consultancy for the work of** Improvements to roads and drains in Hegdenagar and Surrounding area in Ward No.06 Thanisandra

**NOW THEREFORE THE PARTIES hereby agree as follows:**

## 1. Services:

i. Supervision of the project, Quality Control, Quantity Assessment and other essential works upto the completion of the above project

ii. Any other details/inputs for effective execution of the project as sought by BBMP

## 2. Term:

The Consultant shall perform the Services during the effective execution till the completion of Project and Submission of Final Bill .

If Client finds any violation of contract by the Consultant during period of the contract, the contract will be cancelled as per BBMP rules and regulation and penalty will be imposed.

## 3. Payment:

### A. Ceiling

For Services rendered pursuant to Contract, the Client shall pay the Consultant an amount not to exceed **Rs.12,00,000/- (Rupees Twelve Lakh(s) Only) inclusive of all taxes.** This amount has been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant.

### B. Schedule of Payments

The Schedule of payments shall be as under:

| Sl.No | Description | Percentage payable |
|---|---|---|
| 1 | Supervision of the project, Quality Control, Quantity Assessment and other essential works up to the completion of the above project | 70% of contract price |
| 2 | Certification and completion of project | 30% of contract price |
| | **TOTAL** | **100%** |

**Note:** All payments shall be made on submission of pre-receipted invoices by the Consultant in duplicate for the respective stages.

### C. Payment Conditions:

Payment shall be made in Indian Rupees, no later than 90 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4.

**Executive Engineer (Project)** 8/2/19

**Consultant**

**4. Contract Administration:**

**A. Coordinator:**

The Client designates Executive Engineer (Project Division,– Yelahanka) As Client's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the consultant and for receiving and approving invoices for the payment.

**B. Reports:**

The Report listed in Contract, "Consultant's Reporting Obligations" Shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under Clause 3.

**5. Performance Standards:**

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Confidentiality:**

The Consultant shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Clients business or operations without the prior written consent of the Client.

**7. Ownership of Material:**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong and remain the property of the Client. The Consultant may retain a copy of such documents and software: but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

**8. Consultant not to be engaged in certain activities:**

The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services ( other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

**9. Insurance:**

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

**10. Assignment:**

The Consultant shall not assign this Contract or to Sub-Contract any portion without the Client's prior written consent.

**Consultant**

**Executive Engineer (Project)** 8/2/19

**11. Law governing the Contract:**

The Contract shall be governed by the Laws of India.

**12. Indemnify the Client:**

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgments of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

**13. Taxes:**

The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However Consultancy Service Tax payable for providing this Consultancy Services shall be paid / reimbursed by the Client Separately.

**For the Client**

**Signed By:** 6/2/19

**Name and Designation**

Date:
Place:

**For the Consultant**

**Signed By:**

**Name and Designation**

Date:
Place:

**Consultant**

**Executive Engineer (Project)**